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The Solicitors' Journal.

LONDON, SEPTEMBER 24, 1870.

WE UNDERSTAND that Mr. H. T. J. Macnamara, of the Oxford Circuit, and Recorder of Reading, has accepted the vacant metropolitan magistracy. We are very glad that the place should be filled by so able a man, but Mr. Macnamara has been regarded on all sides as a barrister who must, before many years, become an ornament of the common law bench, and we can hardly spare such a man for a police magistracy.

IN ANOTHER column we print a report of a judgment recently delivered by the Vice-Warden of the Stannaries upon a point raised as to the liability of past members of cost-book mining companies.

The Budnick Consols Mining Company was in liquidation under, though not formed under, the Companies Act of 1862, and the liabilities of the adventure having been completely discharged by the calls made upon the existing members, a contention was raised on their part, that inasmuch as many of them had obtained their shares by purchase, there ought to be an adjustment between the transferors and transferees; and in point of fact the official liquidator made an order requiring these transferors as past members to recoup the existing members to the extent of the liabilities subsisting at the date of the respective transfers. The Vice-Warden held, and, in the result, we think rightly, that whatever might be the liabilities of these past members to creditors, they were not under any such adjustive liability to the present members.

So far as the liability of its shareholders to creditors is concerned, a cost-book mining company is very much like a common partnership, and accordingly a shareholder under a liability to a creditor of the mine does not shake it off by transferring his shares. When we turn to the relative rights of transferors and transferees, there is a divergence from the partnership analogy. The mining shares are perpetually being bought and sold, and pass from person to person like the shares in railway and other companies. Of course shares in any company may pass from one man to another subject to any stipulations which the buyer and seller choose to make; but the reasonable and most convenient arrangement, and that which is always understood in the absence of express statement to the contrary, is that the buyer takes the shares as they stand, accepts as between himself and the seller the existing liabilities, and is entitled to the prospective emoluments. The provisions of the Act of 1862 relating to the liability of past members are unhappily phrased, but on an attentive consideration they appear, as would reasonably be the case, not to contemplate or in any way include any question between transferors and transferees such as that raised in this *Budnick Consols case*. As to companies formed under the Act the liability of past members is governed by section 38, which enacts that present and past members shall be liable to contribute to the assets of the company, for the payment of its debts, &c., or for the adjustment of the rights of contributories *inter se*, but that no past member shall be liable to contribute to the assets at all unless he has been a member within one year of the winding up. Now, these words, "adjustment of the rights of contributories *inter se*," seem to have led to a misapprehension of the meaning of this provision. They seem to have been regarded by these shareholders and their official liquidator as enacting by implication that, within the year, there should be this liability to recoup transferees. A little consideration will show that they never could mean anything of the kind. The real meaning of the section is that, first of all, class A., the present shareholders, are to be called on, and if they cannot pay all the debts, or if, after class A. have paid the debts, more money is wanted to adjust and equalise matters between the members of class A., *inter se*, then class B., the past members, may be called upon. The liability (if any) of a transferor to recoup the transferee for existing debts of the concern must always be a matter depending on the particular bargain between those parties, and, as we have said, under the form which the bargain commonly assumes there is no such liability. Even supposing a case in which the buyer had stipulated for such a liability on the part of the seller, we do not see how the seller's liability to the buyer could come within the purview of an official liquidator; the buyer's remedy would rather be a personal one against the seller, to indemnify him against the obligations subsisting at the date of the transfer.

The section governing the case of a mining company winding up under the Act (as this company was being wound up) is the 200th, which enacts that, where an unregistered company is being wound up under the Act, every person shall be deemed a contributory who is liable at law or in equity to pay or contribute to the payment of the debts of the company, or to pay or contribute to the payment of any sum for the adjustment of the rights of the *members inter se*. The foregoing observations on section 38 apply in the same degree to section 200, but the variation in the phraseology of section 200 makes it additionally plain that the object of the enactments had nothing to do with such an "adjustment" as that contended for in this case. The effect of section 200 as regards cost-book mines is, that where a shareholder, being at the time under liability to creditors of the adventure, transfers his shares, inasmuch as his liability to the creditors is not extinguished by the transfer, he may be called on to contribute to the assets. This was subsequently amended as to mines in the Stannaries District by the 25th section of the Stannaries Act, 1869, which provided that notwithstanding section 200 of the Companies Act, 1862, a former shareholder is not to be liable to contribute unless he had been a shareholder within two years of the winding up. By section 35 transfers to paupers in order to evade liability are declared fraudulent.

There were two other points on which the Vice-Warden expressed himself as willing to hear argument. One was as to the liability of certain past members who, as we understand the case, were present members in respect of other shares. The facts are not stated, but in their absence we conceive that the case of these shareholders does not differ in principle from the general case which we have discussed above. The other point reserved was the liability of two past members who had got rid of their shares by relinquishing them to the company. Here, again, the facts are not given. As to the effect of such relinquishment on the rights of creditors, it was held in *Foan's case* (4 De G. M. & G. 285) that where the rules of a cost-book mine provided that a shareholder might, on giving certain notice, relinquish his shares to the company, an adventurer who had relinquished in due form thereby determined his responsibility.

WE NOTICED, at the time of his appointment, that her Majesty's Consul at the Fiji Islands would have to

act as arbitrator in the disputes to arise between the British subjects in the islands (13 S. J. 413). As there are now over 2,000 British subjects in Fiji, chiefly engaged in planting coffee and cotton, these disputes are by no means few in number; and, unless the Consul took cognisance of them, they could only be decided by the *droit du plus fort*. Yet, as the Consul has no magisterial powers, there is nothing to prevent a disputant from setting his authority at defiance and commercial matters being brought to a dead lock. This contingency is the more likely to happen on account of the Consul's instructions having recently been published in the colonial papers. The want of some civilised form of Government is therefore being more and more felt in Fiji, and we are not surprised to learn that a memorial has been sent to the British Government, signed not only by the white settlers, but also by the native chiefs, praying that Fiji may be taken under the protection of the British flag. This is not the first application of the kind that has been made, but, the case being stronger for annexation than it was before, there is a greater chance of the memorial being acceded to, as the cotton-growing capabilities of Fiji are becoming notorious.

THE MEMORANDUM RECENTLY communicated by Count Bernstorff to Earl Granville (which, by the way, is curiously like some similar documents of Mr. Secretary Fish) might have been suspected of being a hoax, so funny is the reasoning employed. The argument is this:—France has been a flagitious aggressor, while Germany entered the war with a righteous cause. England is neutral, but considering the foregoing, and considering that England and Germany were once allies against "Napoleonic aggression," Germany had a right to expect from England that her neutrality, "however strict in form, would at least be benevolent in spirit towards Germany." Count Bernstorff then goes on to explain that by a neutrality strict in form and benevolent in spirit, he understands a neutrality whose spirit should have prompted the bodily movement of restraining the export of rifles, coals, &c., to France. It is the old story: given two combatants and a neutral, each combatant wants the neutral on his own side, and thinks the neutral is not properly discharging his function if he declines to swerve from it. Neutrality is inexorably strict and just, or it ceases to be neutrality; "benevolent neutrality" is an absurd expression if the benevolence is to be one-sided. It is an accepted axiom of international law that a neutral power is not required or expected to interfere by her own municipal law with the trade of her own subjects. If one of the belligerent is able to derive more advantage from that trade than the other, that circumstance has nothing to do with the neutrality; and for the neutral to make it a reason for interference would be to lay herself open to the objection of the first belligerents, that she was making a deviation in favour of the other. The exportation of arms by Prussia to Russia during the Crimean War is a case in point; but an attempt is made to distinguish it. The Crimean war was not a matter of life and death to England, it was waged upon a foreign shore; and, moreover, "public opinion in Germany was very doubtful as to the wisdom of helping a Napoleon to become once more the arbiter of Europe." Such arguments as these require no refutation; neutrality is neutrality, and when a power has elected to be neutral, the policy of the war or its consequences to either belligerent are quite irrelevant to the duties and rights of the neutrality. It is no fault of ours that Prussia does not want our exportations and is not, to use Count Bismarck's phrase, the mistress of the seas, so as to be able to prevent them reaching her enemy, who does want them.

These reasons are quite enough, without reckoning the treaty by which we are bound not to prohibit the exportation of coals to France. We repeat that if "benevolent neutrality" means a neutrality which favours, it means an impossible contradiction; in the possible sense of the phrase, one can hardly conceive a more "benevolent neutrality" than that of the nation which has already furnished nearly £200,000 and countless stores for the relief of the sick and wounded. But if it should turn out that, the German fire having been more deadly than the French, the French patients have outnumbered the German ones, will Count Bernstorff complain of our benevolence as unjust towards Germany?

SINCE OUR REMARKS of last week were printed we have received a prospectus of the "Court of Reference" scheme to which we alluded, from which we learn that the promoter is a Mr. J. T. N. Burnand, solicitor, who a few years ago started another joint stock justice company (limited) in the shape of "Burnand's Law Monetary and Adjustment Association (Limited);* capital £2,000 in 2,000 shares of £1 each, of which eight were taken up by Mr. Burnand and seven co-promoters. We never heard anything more of the association.

MR. EDMOND BEALES has been appointed a county court judge. He lost his revising barristership, not because anyone in office suspected that his violent political bias would betray him into partiality, but because it was felt that the public might, though unjustly, suspect him of a judicial bias, and a judge should not only be, but be believed, impartial. A county court judgeship is different from a revising barrister's place. No one supposes that Mr. Beales will favour Radical suitors unduly. The only objection we have to Mr. Beales as judge of the Cambridge County Court is that we have not much faith in his efficiency. He has been very seldom seen in the Chancery courts of late years, and his Demonstration and League avocations may have encroached upon his law. Moreover a man of Mr. Beales' excitable temperament is hardly the one whom we should have chosen for calm impassive adjudication.

PATENT CASES.

THE PROCEDURE UNDER THE 21 & 22 VICT. C. 27, AND 25 & 26 VICT. C. 42.

No. I.

The writer is not aware of any work which treats with detail, the practice which has arisen in relation to the trial of patent rights in equity, since the passing of the 21 & 22 Vict. c. 27 (1858), and the 25 & 26 Vict. c. 42 (1862)—commonly known as Lord Cairns' Act, and Sir John Rolt's Act.

Mr. Coryton's excellent treatise on the "Law of Patents" was published before those Acts, viz., in 1855. Mr. Kerr in his exhaustive treatise on injunctions, devotes portions of a section to the subject; but of course the extent of the ground over which he had to travel in such a work, precluded the possibility of treating that particular subject fully. Considerable information is to be found upon it in a very useful work by Messrs. Jas. Johnson and J. Henry Johnson, on the "Law of Patents," published in 1866; but that work also had a wide range to travel over, and could not be expected to devote much space to a particular branch of practice; and further, some important points have been decided since 1866.

It has been thought, therefore, by the writer, that a somewhat more minute examination of the practice may be useful.

The Acts of 21 & 22 Vict., and 25 & 26 Vict., have effected a complete revolution in the practice as to trying patent rights in equity. Before they were passed, a question of patent right might have been tried by a suit in equity upon affidavits on both sides (as such a suit is now sometimes tried). In practice, however, questions of patent right never were tried in equity, but were always sent to law. The course was, that when a bill was filed for an injunction to restrain infringement of a patent, and notice of motion for an injunction was given, the Court heard

* *Vide* 11 Sol. Jur. 807.

the motion upon affidavits. If it appeared to the Court a question of any doubt, whether the patent could be supported, an injunction was not granted, but the motion was ordered to stand over, with liberty to the plaintiff to bring an action at law. If the Court thought there was sufficient ground for granting an injunction, then it was granted only on the terms of the plaintiff bringing an action, and the injunction ultimately followed, in general, the verdict at law.* It is not proposed to treat further of the old practice.

The two Acts referred to have introduced an entirely new practice—viz, that of trying patent rights in equity upon *issues;* and of receiving oral evidence upon the trial of those issues. The following remarks are exclusively addressed to the routine and details of that new practice.

The suit is commenced now as formerly in the usual manner, by bill; the bill alleges the grant of the letters patent and the filing of a specification, and sets out the material terms of the specification; it alleges that the plaintiff is the first and true inventor, and that the invention is new and useful, &c., &c. It then alleges the facts constituting the infringement (with adequate charges) and any material correspondence which may have taken place; and it prays an injunction and an account; or in the alternative a reference to assess damages; and it may pray, if the case requires it, delivery or destruction of the articles made in infringement of the patent. It is unnecessary further to dilate on the frame of the bill, as that subject falls within the domain of ordinary pleading, and is perfectly familiar to equity counsel.†

The bill being filed, a notice of motion is usually given for an injunction, the motion being of course supported by affidavits on behalf of the plaintiff, and met by counter affidavits on the part of the defendant; and the filing of further affidavits by either side before the motion is heard, follows the general rules of practice upon motions for injunctions.

When the motion comes on to be heard, the old rule as to granting or not granting an injunction is followed, but even with more strictness than under the old practice. It must be at this day a very clear case of good title on the part of the plaintiff, and of infringement on the part of the defendant, to induce the Court to grant an injunction. If the validity of the patent in point of law is denied, and if the objection will at all bear argument; or, if a *primâ facie* case is made by the defence as to facts affecting the validity of the patent or the question of infringement; or, if the patent is o recent date and has never been tried—in all these cases the almost invariable course is, to order the injunction to stand over, till issues have been tried. It has been stated that the usual course is to move for an injunction; but this is not absolutely necessary. If the plaintiff does not require for the conduct of his case to see the defence made by the defendant's affidavits, he may at once, without moving for an injunction or waiting for an answer, move for an order to try issues. The writer is not aware of any case reported on this subject, but he knows that orders of this kind have been made. It must be observed, however, that in the generality of cases, the circumstances render it prudent to move for an injunction, and for this reason; that it may be useful to the plaintiff to see the defendant's affidavits, in order to ascertain the nature of his defence; for the defence may be such as to make it advisable not to proceed further with the suit; as, for instance, the defence may disclose some clear antecedent user of the invention, which would at once dispose of the patent. On the other hand, the defence may be, on its face, one which the plaintiff is adviser cannot be sustained on cross-examination; and then the defendant's case would or might be damaged at the trial, by his witnesses being more or less discredited. Whether, however, to move or not for an injunction as a preliminary step, is so entirely a question for the discretion of counsel, that no specific rule of practice can be said to govern the course to be taken.

If an injunction is applied for, then whatever may be the result, viz., whether the Court simply refuses the injunction or simply grants it, or whether it directs the motion to stand over till after the trial of issues; the usual course of practice is for the Court then to direct issues to be tried under the 21 & 22 Vict.; and the breaches assigned by the plaintiff, and the objections taken by the defendant, are ordered, to be delivered within certain specified times. Usually the plaintiff is ordered to deliver his notice of breaches to the defendant within a week. The defendant is usually allowed a fortnight or more after service of the notice of breaches, to deliver his particulars of objection.

As to the issues.

The issues are usually in the following form, or a form more or less slightly varied therefrom, as the parties may agree or the Court may direct:—

1. Whether, at the date of the letters patent in the plaintiff's bill mentioned, and granted to the plaintiff, the invention for which the same were granted was a new invention within this realm. 2. Whether, at the date of the aforesaid letters patent, the said invention was any manner of new manufacture within the statute in that behalf made and passed. 3. Whether the said (the plaintiff) the grantee of the aforesaid letters patent, did in the specification in the said bill mentioned particularly describe and ascertain the nature of the aforesaid invention, and in what manner the same is to be performed. 4. Whether the said invention was, at the date of the aforesaid letters patent, of any utility to the public. 5. Whether the defendant has infringed the privileges granted by the said letters patent.

If there is any doubt on the part of the defendant, whether the plaintiff was himself the real inventor, there should be an additional issue, to try whether he was at the date of the patent "the first and true inventor."

If the parties agree upon the issues, the Court will at once make the order for trial of those issues. If the parties differ, the Court either itself directs what issues are to be tried, or refers it to chambers to settle the issues.

A very eminent judge has expressed an opinion that so many issues are useless; and that two issues, viz., whether the plaintiff's patent is valid, and whether the defendant has infringed it, meet all the requirements of the trial. The writer ventures, however, to submit that though such a form of issues may be sufficient where they are tried before the judge without a jury, yet, that where there is a jury, the jury might be much more embarrassed in separating the law and the facts upon the single issue of validity, than they would be where there are several issues of fact. At any rate the practice is to have several issues.

The Court may, instead of directing issues to be tried in equity, send issues to law. But it must be a strong case as to inconvenience in trying the case in equity, that will entitle the judge to do so. In a case where there appeared no special reason why the issues should be sent to law, and the Vice-Chancellor had directed issues at law, the Lord Chancellor reversed the order, and directed the issues to be tried in equity (*Young* v. *Fernie*, 1 De G J. & S. 353). And the usual practice undoubtedly is now, for the Court to accept the jurisdiction cast upon it by the staute of 25 & 26 Vict.

* See on this Drewry on Injunctions, and Coryton on the Law of Patents.

† The bill may pray both an account and damages; as an inquiry may in a special case be directed back for an account of profits and damages (*Betts* v. *De Vitre*, 11 Jur. N. S. 217). As to destruction, the Court will exercise a discretion, and in a case where the patent was for a combination, so that the defendant might lawfully use the parts separately, though he could not use them combined, the Court refused an order for destruction of the machines made in infringement; but gave the plaintiff an order to mark the machines (*Needham* v. *Oxley*, 8 L. T. N. S. 604).

A defendant who has answered, will not be allowed after issues directed, to add another totally new issue of fact; the proper course is to raise the new issue by a supplemental answer (*Morgan* v. *Fuller*, 2 L. R. Eq. 296). The Court will allow an issue to try the question whether there is a substantial difference between the complete specification and the provisional, following the plea of *non concessit* at law; the form of the issue so ordered is, "whether her Majesty the Queen did grant letters patent dated the —— for the alleged invention as described and claimed in the specification of the letters patent granted to the plaintiff for (the title of the invention) (*Needham* v. *Oxley*, 11 W. R. 745).

When the defendant holds a licence from the plaintiff, and is doing that which is alleged to be an infringement, without complying with the terms of the licence, then, as the defendant is estopped by his licence from denying the validity of the patent, the single issue of infringement will be directed (*Trotman* v. *Wood*, 16 C. B. N. S. 479; and *Torr* v. *Bringeo*, Jan. 16, 1867, before Vice-Chancellor Wood). But it would seem from the case of *Trotman* v. *Wood* that though the defendant (the licensee), in admitting the validity of the patent, must impliedly admit novelty; yet, if the specification is capable of more than one construction, the Court will look at evidence of the state of public knowledge at the date of the patent, not with a view of disproving novelty, but for the purpose of putting that construction, if possible, upon the specification, which would support the patent, rather than that construction which would avoid it.

As to notice of breaches.

The particulars of breaches to be delivered by the plaintiff to the defendant are in general, of necessity, simple, consisting of a statement that the defendant has infringed the whole, or a part, as the case may be, of the plaintiff's invention, and stating sometimes when and where. A precedent may, however, be useful, and the following forms of particulars of breaches are substantially the forms used in two cases which were tried, one a mechanical, the other a chemical case. In the mechanical case they were as follows:—

"The breaches complained of by the plaintiff are as follows:—

The making, using, and vending by the defendants of so much of the invention (of the plaintiff) in the bill in this cause mentioned as is claimed in the first claim contained in the complete specification of the invention of the (plaintiff) in the bill referred to, and which is described in such parts of the said specification relating to the subject of the said first claim as are comprised between the lines (stating the part of the specification), and in the drawings annexed to such specification to which such descriptive parts of the said specification refers."

In the chemical case, where the invention was of a process, the particulars of breaches were as follows:—

"That the defendant did at divers times in and before the month of ( ), in the year ( ), that is to say on the ( ) of ( ) and &c., &c., make, use, and sell (or make or use or sell, as the case may be), within the realm, considerable quantities of ( ) made according to the process described in the specifications of the letters patent granted to ( ) in the pleadings of this cause mentioned; or made according to some process being a colourable imitation of the said process described in the said specification, and being an infringement of the said letters patent."

The specific charges in the particulars of breaches, will, of course, depend on the particular facts ascertained. If the defendant is not satisfied with the particulars of breaches, he moves the Court, upon notice, for further and better particulars (unless, as is sometimes done, the order for the trial of issues has provided that if the parties differ upon the breaches and objections they should be settled in chambers). The Court, in the one case, or the chief clerk in the other, will decide whether the notice of breaches is sufficient, or in what matter it is insufficient, and will decree further and better particulars of breaches.

As to the defendant's particulars of objections.

The defendant's particulars of objections must state distinctly what are the grounds on which he contends, and is prepared to prove that the plaintiff is not entitled to relief. The broad grounds most usually alleged are that the invention is not useful; that it is not new; that it is not a new manufacture—sometimes in addition, that the provisional specification does not disclose an invention properly the subject of a patent; and that the patentee has not explained in his complete specification the nature of the invention and how it is to be performed. It would be useless to give any specific form of particulars of objection, as they must obviously vary according to the matters which the defendant believes he can prove. But, whatever they are, the defendant is in general bound by them; and he will not be allowed, on the trial of the issues, to bring forward evidence not founded upon the particulars, for that would be a surprise upon the plaintiff. At the same time, if such evidence not based on the particulars is really important, the Court will not wholly and finally shut it out (if the issues are tried without a jury), but will postpone the further hearing of the trial, and give the defendant leave to move that he may be at liberty to serve further and better particulars (*Renard* v. *Levinstein*, 13 W. R. 229, and *Daw* v. *Eley*, 14 W. R. 48, 1 L. R. Eq. 38). If the plaintiff is dissatisfied with the defendant's particulars of objections, he moves the Court that the defendant may deliver further and better objections; upon hearing such motion, the Court will express its opinion as to the insufficiency, and in what it consists, and make an order for the delivery of further and better objections.

The most common grounds of insufficiency in the particulars of objection arise where the novelty of the invention is disputed; and on this point it may be stated as a broad rule that, if the defendant objects that the invention is not new, he must state distinctly and specifically the facts and matters on which the objection is founded, so as to enable the plaintiff to ascertain by inquiry how far these facts and matters are true. If the defendant, for instance, objects that the invention has been used before the date of the patent, it is not enough to state that fact broadly; for then the plaintiff would have no means of obtaining information to meet it, and at the trial the evidence or some of it would come upon him as a surprise. Where, therefore, the defendant objects prior user, he must state specifically where and when and by whom, the user has taken place. It is not in general sufficient, for instance, to say that the invention was used "by divers manufacturers" or "by A., B. and C. *and others.*" It must be stated as a general rule (unless under peculiar circumstances) by what manufacturers by name, and when, and where. So, if the allegation is that the invention has been published in books or prior specifications, the particulars of objection should give the titles of the books and the particular volume; and the titles, numbers and dates of the specifications; for the plaintiff is not to be put upon a general search through an encyclopædia, or a scientific journal, or the whole registry of patents (see on this point *Curtis* v. *Platt* 8 L. T. N. S. 657).

In a case, however, of *Penn* v. *Bibby* (1 L. R. Eq. 568), the objections stated prior user by A., B. and C. "amongst others," and the Court permitted the words to remain, that the defendant might have the opportunity of applying before the trial of issues, for leave to give particulars of other persons using the invention, if he should find any; expressing at the same time disapprobation of the general use of such terms. It is probable that there were special circumstances in that case, as it was heard before the same judge who had decided *Curtis* v. *Platt*, *suprá*, and that case was cited.

The course taken by the Court in *Curtis* v. *Platt*—which was one of the earliest cases upon the new practice—affords a practical illustration of what is sufficient, and what is insufficient in particulars of objections. In that case, the particulars of objections first delivered by

the defendants, were shortly to the following effect:—That the parts of the invention claimed by the plaintiffs in the first and second claims were anticipated by certain patents (naming them), and by machines made prior to the date of the patent by *cotton spinners and others carrying on business at Manchester and in other manufacturing towns*, &c. And that the invention contained in the third claim had been anticipated by patents granted to A., B. and C. (naming them), and to *various other persons*, and by *machines used by cotton spinners and others carrying on business at Manchester and in other manufacturing towns*, &c. On a motion for further and better particulars, the Court expressed its opinion, that this was insufficient, and pointed out in what it was insufficient, and directed further and better particulars. In such further and better particulars, the defendant set out the names of the several patentees, and the dates and numbers of their specifications; also the names of the persons alleged to have anticipated the invention in manufacturing, and where they had anticipated it; but the particulars did not give the dates when the machines had been used; and they also stated that the invention had been published in "various books, drawings, designs, treatises, and works," &c. These particulars were again objected to upon a further motion, and the Court required the defendants to give further information; and, ultimately, the particulars contained the dates of alleged manufacture as well as the names and addresses, and the titles of the works referred to, and the volumes and pages.

Trial of issues.

The conduct of the trial itself, is formed upon the model of a trial at Nisi Prius, whether there be a jury or not. The plaintiff's leading counsel opens the case; his junior or juniors do not argue; the plaintiff's counsel then examine their witnesses-in-chief; the defendant's counsel cross-examine, and the plaintiff's counsel re-examine; on the close of that evidence, the corresponding course is pursued by the defendant's counsel, with this exception—that at the close of the defendant's evidence, one of his counsel sums up the evidence (as it is technically called). In fact, he is allowed to argue the defendant's case; and then the plaintiff's leading counsel replies, and that ends the trial. If there is no jury, the judge finds upon the issues; if there is a question of law, the judge either decides it then, or he may postpone it till the hearing of the cause. If there is a jury, the judge will direct them as to the point of law, if it is such as to form an element in their view of the facts, or he may reserve it to the hearing, at his discretion. In general, of course, each party should complete his evidence on the hearing of his case. But in a case upon a trial of issues (without a jury) where there was an issue of novelty, and the plaintiff having closed his evidence, the defendant put in evidence of want of novelty, the plaintiff was allowed to call fresh evidence to rebut the evidence of want of novelty. But after the plaintiff's evidence in reply had been so given, the defendant was not allowed to bring in fresh evidence (*Penn* v. *Jack*, 2 L. R. Eq. 314.

The cause is usually put in the paper to be heard immediately, or as soon as may be, after the finding upon the issues. It is hardly necessary to say that the decree will generally follow the verdict of the jury or the finding of the judge, unless there is some special equity to be decided or a point of law reserved. But if either party desires to appeal, the Court will postpone the hearing of the cause till after the appeal is heard. On the hearing of the cause, either on the equities or on a point of law reserved, the usual course of hearing equity causes is pursued; junior as well as senior counsel on both sides being heard.

(*To be continued.*)

The Attorney-General, Sir. R. P. Collier, is on a visit to the Solicitor-General, Sir J. D. Coleridge, at Buckland Court, Ashburton.

LEGISLATION OF THE YEAR.

CAP. XXIII.—*An Act to abolish forfeitures for treason and felony, and to otherwise amend the law relating thereto.*

The object of this statute, in addition to the abolition of forfeiture for treason and felony, is to render conviction for those crimes a disqualification for public offices, to make those guilty of treason and felony liable to pay the costs of their own prosecution, and in cases of felony to pay compensation for property injured by the felony. The statute also provides a new machinery for the management of the property of "convicts" as therein defined. The Act deals solely with the crimes of treason and felony, and contains no provision with respect to misdemeanours.

By section 1 there shall be no attainder, corruption of blood, forfeiture, or escheat for treason, felony, or *felo de se*, but the law of forfeiture consequent upon outlawry is not affected. By section 2, if any person convicted of treason or felony and sentenced to death or penal servitude, or any term of imprisonment with hard labour, or exceeding twelve months, shall hold any public office, civil, military, or naval, &c., &c., or shall be entitled to any pension, &c., &c., such office, &c., shall become vacant, and such pension shall cease unless such person shall receive a free pardon as there specified, and such person shall continue (until he has suffered his punishment or been pardoned) incapable of holding any public office, &c., &c., or of being elected or sitting in Parliament, or of exercising any right of parliamentary or municipal franchise. This section, therefore, provides that those convicted of, at all events, the most serious crimes, shall not be entitled to continue in public employment; and the latter part of the section provides for such a case as that of the convict O'Donovan Rossa, who was elected member for the county of Tipperary last year. It will be remembered that Rossa had been convicted under the Treason Felony Act (11 Vict. c. 12), but he was not attainted (see 54 Geo. 3, c. 145), and there was much discussion at the time as to whether Rossa was capable of being elected a member. The House of Commons resolved that he was incapable of being elected. This resolution was based, however, on the somewhat vague "law of Parliament," as it is sometimes termed, and not on any statute or well-known rule of law. O'Donovan Rossa is now incapable of being elected by this section.

Persons convicted of treason or felony may be condemned to pay the costs of their prosecution (section 3), and after the conviction of any person for felony, and on the application of any person aggrieved, the court may award any sum of money not exceeding £100 "by way of compensation for any loss of property suffered by the applicant by means of the felony." The word forfeiture in the Act is not to include any fine or penalty imposed upon a convict by his sentence (section 5).

Sections 6—30 deal with the property of "convicts" as defined in section 6—*i.e.*, of persons against whom judgment of death or penal servitude shall have been pronounced or recorded. This definition in section 6 is to apply to "the expression 'convict,' as herein*after* used." In section 5 the word "convict" is used, and there it appears to mean *any* person convicted of treason or felony. This is one of many instances of carelessness in drawing this statute. When a convict dies, becomes bankrupt, has suffered his punishment, or been pardoned, he ceases to be subject to this portion of the statute (section 7). There are no provisions regulating the status and disabilities (if any) of a convict while undergoing his imprisonment after he has been declared bankrupt, and this omission may be productive of curious results. A convict cannot bring any action, alienate property, or make a contract (section 8) except during the time when he shall be lawfully at large under any licence (section 30). The Crown has

power (section 9) to appoint administrators for the management of the property of convicts, and upon such appointment all the convict's property, including *choses in action*, shall vest in such administrator (section 10), and the instrument appointing the administrator may provide for his remuneration out of the convict's property (section 11). Sections 12—20 deal with the powers and duties of an administrator. He has absolute power to let, sell, and otherwise deal with the property (section 12), out of which he may pay the costs of the convict's prosecution, if the convict is condemned to pay them, and of his defence and the expenses of carrying this Act into execution (section 13); also the debts and liabilities of the convict, whether established in due course of law or otherwise (section 14) and he may make compensation out of the property to persons defrauded by the criminal acts of the convict, provided that nothing in the Act shall take away any right or remedy to which any person alleging himself to have suffered such loss would have been entitled if the Act had not passed (section 15). By section 16 the administrator may make allowances for the relatives of the convict, or for the convict himself while at large under a licence. All these powers may be exercised by the administrator in such order of priority as to him shall seem fit, and the propriety of his acts shall not be afterwards called in question (section 17). By section 18, subject to these provisions, the convict's property shall be preserved for him, or his representatives if he dies, until he ceases to be under the operation of the Act as provided in section 7. Sections 19 and 20 provide that administrators shall only be liable for property which actually comes to their hands, and that they shall have the costs of actions brought against them with reference to the convict's property.

There is no provision amongst these sections respecting the bringing of actions by or against administrators, except that section 20 provides for costs in actions *against* them, and section 26 that proceedings by or against an *interim curator* are to be continued against an administrator if one is appointed. It seems that administrators must have power to sue for a convict, as the convict's *choses in action* are vested in the administrator. But in whose name is an administrator to sue? In the convict's name or in his own, or does he sue as administrators of a deceased person sue? How are the costs to be paid? Again, actions may be brought *against* a convict, and the judgments executed against the convict's property in the hands of the administrator, as is clear from the latter part of section 15 and also section 27, which we shall presently notice. Are administrators bound or entitled to defend, or to pay the costs of defending such actions? The convict cannot. So also, if an action is successfully brought against an administrator with reference to the convict's property, is the administrator liable out of his own property or only to the extent of the convict's property in his hands? These are not merely speculative questions; they must arise whenever actions are brought by or against administrators or against convicts. The inexcusable carelessness of the drawing of the statute becomes more apparent when we find that these very points are noticed when the powers of an *interim curator* are dealt with under the later sections of the Act.

By sections 21 and 22, when no administrator has been appointed, an "*interim curator*" may be appointed by justices; and by section 23 he may be removed on proper cause shown to justices. Section 24 describes the powers of an *interim curator*, which are much less extensive than those of an administrator. He has power to sue in his own name for the recovery of any property in respect of which he has been appointed, or for damages in respect of injury thereto, and to defend in his own name, as such *interim curator*, any action against the convict or against himself, to receive dividends and give discharges, to pay the convict's debts, and generally to manage the convict's property, to make allowances to the convict's relatives if authorised by the justices, and to reimburse himself for costs and charges, &c. The personal property of the convict may be sold by order of the justices (section 25), and, if an administrator is appointed, legal proceedings by or against the *interim curator* are not to abate, but are to be continued by or against such administrator (section 26). By section 27 judgments recovered against a convict may be executed against the convict's property in the hands of the *interim curator* or administrator. This seems to be the result of the section, which is most curiously worded. By section 28 an *interim curator* or an administrator may be called on to account for the property at any time by the persons therein mentioned; and by section 29, after the convict has ceased to be under the operation of the statute, the *interim curator* or the administrator shall be accountable to the convict, to whom the property then reverts. Property acquired by the convict while at large is not subject to the Act (section 30). Section 31 puts an end to the barbarous accompaniments of punishment for treason, and abolishes the drawing, beheading, and and quartering of traitors. The Act applies only to England and Ireland.

We have noticed already several places in which great want of care has been displayed in this statute. It may be said that these are questions of detail, but they are questions which cause great uncertainty in the working of the law, and consequently much litigation, and it is this kind of legislation that renders necessary the disgraceful series of amending Acts which always follows a statute containing any important alterations in the law. We do not see how this statute can be worked without either an explanatory Act or much litigation. Not only, however, have these matters of detail been neglected but the whole scope of the statute is an instance of the worst kind of piecemeal legislation. As we have not much space at our disposal we will confine our remarks to a single section—viz., section 4, by which compensation not exceeding £100 may be awarded to a person aggrieved by a felony as compensation for loss of property. Why should compensation be restricted to cases of felony? A loss of property caused by a misdemeanour is just as deserving of compensation as one caused by a felony. Again, why (in extending the principle of section 100 of 24 & 25 Vict. c. 96 and section 9 of 30 & 31 Vict. c. 35) should the amount of compensation be limited to £100 and why should the compensation be only for loss of property? To most persons personal injury is more grievous than injury to their property and it deserves at least as summary a remedy. It is not too much to say that the statute is badly conceived and badly drawn, and the only idea that is carried out thoroughly is the abolition of attainder, forfeiture, and escheat in treason and felony, and this is done in the first section.

CAP. XXVIII.—*An Act to amend the law relating to the remuneration of attorneys and solicitors.*

For very many years past efforts have been made from time to time at the discovery of, as Lord Longdale phrased it, "more improved modes of remunerating solicitors, by which the remuneration may on every occasion be adequate to the real and just value of the important services which are rendered." In computing what a worker is to receive you may estimate either the labour and cost of the work done or the value to the employer, or both. In general traffic, not bounded by restrictions, there obtains in practice some compromise between these two, partaking more of the former or the latter according as the demand falls below or above the supply. It has been the disadvantage of the plan of paying solicitors according to mere length of time or length of documents, and so forth, that it did not necessarily involve any relation to either.

As the damages which a solicitor might have to pay if a charge of culpable negligence were substantiated against him would be proportioned to the value of the subject-matter, there is something to be said for the proposal

which has been made in past times of adjusting the remuneration to an *ad valorem* scale. Such a scale might sometimes be feasible in matters like conveyancing, but it could scarcely be generally workable. The present measure does not touch on anything of the kind, except in so far as it permits the taxing officer to have regard to the "responsibility" involved. The system of remuneration having hitherto no relation to the "skill, labour, and responsibility" involved; and the solicitor, being forbidden to remedy this on his side by any special arrangement between himself and the client (though as *against* the solicitor such an arrangement might be used in limitation of a claim for work done), the main scope of this Act comprises two enactments. One, which engrosses the first fifteen sections, legalises agreements between solicitor and client as to the remuneration of the solicitor; the other, the best and by far the most important part of the whole Act, is comprised in a single section, and provides that taxing masters shall in future have regard to "skill, labour, and responsibility." Six years ago Lord Westbury introduced a bill dealing with the same subject. We then expressed the opinion, to which we still adhere, that so far as special agreements between solicitor and client are concerned there is a wide distinction between litigious and non-litigious business. Whatever might be said in favour of such arrangements where mere conveyancing work, for instance, is to be done, we do not consider that the payment of a solicitor for conducting actual litigation can conveniently be relegated to special agreement. The Legislature, however, has thought differently, and we must look to see what will come of the permission they have extended to both classes of business.

By section 4 the practitioner may agree with his client for the payment of any past or future services, either by a salary, commission, or a gross sum, or otherwise. By an amendment, applying only to litigious business, which Lord Chelmsford added to this section, the solicitor is not to receive the stipulated payment till the agreement has been examined and allowed by a taxing officer, who has power to send it before a judge, who in turn may, if he thinks fit, reduce the amount or remit the solicitor to his ordinary costs. This seems to us an inconvenient appendage, likely to inflict expense and delay on solicitor and client. The Legislature, in introducing these permissive agreements as to litigous business, has done an inexpedient thing, and has attempted to neutralise the inexpediency by this provision. It characterises the difficulty of the matter, and is likely to diminish the number of transactions under the permission.

Section 5 provides (as, of course, is just) that the agreement shall not affect the costs payable by or to the client from a third person. To this was added in the passage of the bill through the Legislature a proviso that no such third party shall be required to pay the client more than the sum payable by the latter under the agreement. This proviso is, of course, intended to prevent a litigious client from making a profit of his litigation. Some litigation will probably be necessary before the application of this section is settled, as to cases of set-off and cases akin to that of *Galloway* v. *Mayor, &c., of London* (15 W. R. 1032), in which the solicitor is paid by salary.

Section 7 prohibits the solicitor from contracting himself out of his liability for negligence.

Sections 8—10 provide that agreements are to be enforced or set aside, not by action or suit, but by motion or petition, with power to the Court (as before) to reduce the sum stipulated or cancel the agreements; there is also power to the Court (following the analogy of the Attorneys and Solicitors Act as to taxation of costs after payment), to re-open agreements twelve months after payment. This latter proviso is devised in favour of a client who proves to have paid too much (however that is to be estimated), but there is no corresponding provision in favour of a solicitor who proves to have received too little. The second part of section 10 (rather unnecessarily) repeats with special reference to trustees the above-mentioned provision as to allowance by taxing-officer before payment.

Sections 11 and 12 reserve the existing restrictions on purchases by solicitors of their client's interest and on dispositions invalid as in contravention of bankruptcy law.

Sections 13 and 14 deal with cases in which, pending the transaction of the business which is the subject of an agreement, a change of solicitor takes place. If the solicitor dies or become incapable to act the Court may deal with the agreement just as if no such event had happened, and the taxing officer may assess such payment as he considers reasonable, having regard to the agreement and the stage of performance. If the client changes his solicitor, the latter is to be considered as having become "incapable to act" within the meaning of the above.

Such are the provisions of the Act as to special agreements. As to the other of the two main objects of the Act, the 18th section, which is worth all the rest put together, enacts that taxing officers may in future have regard to skill, labour, and responsibility. If this discretion is reasonably and fairly carried out neither clients nor practitioners need ever resort to special agreements.

A very few provisions remain to be noticed. Section 16 abolishes an old prohibition, which bore very unjustly on solicitors, restraining them from taking security for future costs. Section 17 enacts that, subject to future general orders, &c., taxing officers may allow interest on disbursements out of pocket or sums improperly retained. By section 19 any person interested under an order for payment of costs in a suit may revive the suit when abated, and prosecute the order, while, by section 20, attorneys and solicitors may perform the work of proctors and make the same charges as proctors would have been entitled to make. Having regard to section 4, it would appear that special agreement as to services to be rendered in this capacity is not within its sanction.

We have not entered upon verbal criticism of the Act; we have not space now for that. Many applications to the Court will be necessary before there can be any reasonable certainty as to the practice under and construction of the agreements part of the Act. A very wide discretion is left to the Court and its officers; if this is not very judiciously exercised, this part of the Act will be impracticable. Under any circumstances we cannot imagine solicitors as likely to resort to such preliminary stipulations, except in the already existing case of salaried solicitors to corporate bodies, and perhaps a few exceptional instances in which a commercial or landowning client has work to be done on a large scale. We can hardly think that the stipulation will ever emanate from the solicitor's side. The important part of the Act is the "skill, labour, and responsibility" section. If this is fairly and discreetly interpreted, as the interest of the public and the profession demands, a great boon will have been bestowed. From the permission to make agreements we do not anticipate much except vexation to each party.

RECENT DECISIONS.

EQUITY.

"BUILDINGS," MEANING OF THE TERM.

Bowes v. *Law*, V.C.J., 18 W. R. 640.

The precise meaning of a covenant that no buildings shall be erected on a particular plot of ground must always depend upon the intention of the parties to be gathered from the context. In *Bowes* v. *Law*, where the covenant was that no buildings, except dwelling-houses not to cost less than £200, should be erected on the opposite side of the road, and there was an agreement to

make a permanent fence around the land from four to seven feet high, it was held that the building a wall round the land to the height of eight feet six inches was not a breach, as coming within the definition of a permanent fence, but that the building a wall to the height of eleven feet was.

In *Child* v. *Douglas* (2 W. R. 701, Kay 560) the word "building" was held to apply to the erection of a wall rising to some fifteen feet. Vice-Chancellor Wood, however (2 W. R. 461), was satisfied that a wall two feet high with an iron railing upon it would not have been a building, at all events such a building as the Court would interfere with. The Vice-Chancellor inclined to think that a covenant to repair buildings would include the repairing of a garden wall.

What is a "building" as a qualification to vote is defined in *Harris* v. *Amery* (14 W. R. 199).

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3 & 4 WILL. 4, C. 27, S. 28—ACKNOWLEDGMENT BY JOINT MORTGAGEES.

Richardson v. *Young*, V.C.M., 18 W. R. 800.

By the Act 3 & 4 Will. 4, c. 27, s. 28, the mortgagor is barred at the end of twenty years from the time of taking possession, or from the last written acknowledgment; and where there shall be more than one mortgagor, such acknowledgment, if given to any of such mortgagors or their agent, shall be effectual. Where, however, there shall be more than one *mortgagee*, the same section provides that such acknowledgment signed by one or more of such mortgagees, shall be effectual only as against the party or parties signing. The latter provision, according to this decision, applies only where the mortgagees are tenants in common, and not in the case of joint tenants, at all events where such joint tenants are expressed to be trustees. In the latter case, if the present decision be sound, as to which we offer no opinion, an acknowledgment by less than all the mortgagees will be inoperative. The Vice-Chancellor viewed the case of joint mortgagees as a *casus omissus* from the statute. The other question in the case was one of some importance, whether an acknowledgment of the mortgage, as a subsisting security, could be made out from certain passages in one of the mortgagee's letters to the mortgagor. The references to the mortgage in these passages, as will be seen from the report in the *Weekly Reporter*, were vague enough. The Vice-Chancellor, however, would have felt himself bound upon the authorities to decide that there was a sufficient acknowledgment but for the conclusion already adverted to, that no acknowledgment by less than all, where the mortgagees are joint tenants, will be sufficient. The Court has certainly gone somewhat far in its interpretation of what constitutes an acknowledgment, no doubt out of the feeling as to hardship which so often arises where statutes of limitation are relied on in bar of an otherwise authenticated claim. In the leading case of *Stansfield* v. *Hobson* (1 W. R. 27, 3 D. M. G. 620), more than twenty years after the mortgagee entered into possession, the mortgagor's solicitor wrote to the mortgagee to know when he could see the mortgagee upon the subject of the mortgage. The reply to the letter was—"I do not see the use of a meeting unless someone is ready with the money to pay me off;" and these words were held a sufficient acknowledgment to take the case out of the statute. A similar conclusion was come to in *Trulock* v. *Robey* (12 Sim. 402), where the mortgagee in possession wrote, "Concerning the business at Hendred, which you know nearly as well as myself, as there has been nothing kept from you, which I am very willing to settle if your granddaughter is of age," from which ambiguous and ungrammatical effusion the Court inferred an acknowledgment by the mortgagee, giving the mortgagor the right to redeem after upwards of twenty years. The mortgagee in possession ought clearly to remember what he is about before he puts pen to paper in a correspondence with a mortgagor, though he may indulge himself in as many admissions as he pleases of the mortgagor's title to redeem when addressed to third parties, and they cannot be used against him. "Why the mortgagee should not be allowed to make an admission in writing, signed by himself, of his mortgage title to a third person, of which the mortgagor may have the benefit, I do not know; but the statute requires that the admission should be made to the mortgagor himself" (*Batchelor* v. *Middleton*, 6 Ha. 75). Before the Act which requires the acknowledgment to be written, the Court admitted, but with hesitation, parol evidence to found a right to redeem after twenty years' possession, such right resting on the original contract, which was necessarily in writing (*Reeks* v. *Postlethwaite*, G. Coop. 164).

LIABILITY OF PERSONS WHO SUBSCRIBE THE MEMORANDUM OF ASSOCIATION.

Hall's case, M.R., 18 W. R. 818.

It is not competent for an extraordinary general meeting of a company to release persons from liability in respect of shares for which they have subscribed the memorandum of association. It was held in *Evans's case* (15 W. R. 243) that the substantial liability thus incurred can only be got rid of by transfer and substitution of another owner; or, since *Snell's case* (18 W. R. 30), a decision of the Lord Justice Giffard, by surrender of the shares subscribed for, in cases where the directors are empowered by the articles of association to accept surrenders of shares by any shareholders desirous of surrendering them on such terms as the directors may think fit, whether the names have been entered on the register of members or not being, according to the same decision, immaterial. We have always thought *Snell's case* a very strong decision, but it is that of a Court of Appeal. In *Hall's case*, however, the deed executed was in terms a release from all liability, and an abandonment of profits. It could not be twisted into a surrender, and thus brought within *Snell's case*, as was attempted to be done. It is not probable that it was the intention of the Legislature that persons who subscribe the memorandum and hold out their names to the public should be enabled by any change in the articles to surrender their shares and cease to have anything further to do with the company, though it has been expressly decided in *Snell's case* that they may; but it is quite certain that there is no authority in the Act for a transaction like that which was attempted to be carried out in the present instance in, it must be admitted, a most ingenious manner.

COMMON LAW.

LEX LOCI CONTRACTUS—BILL OF EXCHANGE.

Bradlaugh v. *De Rin*, Ex.Ch., 18 W. R. 931.

Bills of exchange, more frequently than any other instruments, give rise to questions respecting the effect in English courts of foreign contracts and foreign law, and these questions are daily becoming more common with the increasing spread of commerce. One of these questions arose in *Bradlaugh* v. *De Rin*, but before noticing the facts and decision of the case it will be well to notice two earlier cases. *Trimbey* v. *Vignier* (1 Bing. N. C. 151) was an action upon a promissory note made and payable in France, and there indorsed in blank to the plaintiff. The French Commercial Code provides that such an indorsement operates as a "procuration" only and not as a transfer. The Court of Common Pleas, in *Trinbey* v. *Vignier*, had evidence as to the legal effect of this provision, and they also referred to the code itself, and they decided, first, as a matter of fact, that by the French law the plaintiff could not, in his own name, under such an indorsement, sue the maker of the note; and, secondly, that as a matter of English law, this prevented the plaintiff from maintaining the action in his own name in England. In *Lebel* v. *Tucker* (16 W. R. 338) it was held that an indorsee, by a blank indorse-

ment in France, of a bill of exchange drawn, accepted, and payable in England, might sue the acceptor here if the indorsement was valid according to English law although invalid by French law. The ground of the decision was that the acceptor's contract was to pay to any holder claiming under an indorsement valid by English law. In *Bradlaugh* v. *De Rin* a bill of exchange was drawn in Brussels upon an English drawee residing in London, who duly accepted it. It was afterwards indorsed in blank in France, and the indorsee sued the acceptor here. If the bill required an indorsement according to French law, and if an indorsement in blank by that law does not give a right to sue, the plaintiff was clearly not entitled to recover according to *Trimbey* v. *Vignier*. It was, however, argued that the acceptor, under the authority of *Lebel* v. *Tucker*, was liable, as the indorsement was good by English law. It was decided by the Court of Common Pleas, following *Trimbey* v. *Vignier*, that th plaintiff was not entitled to recover, because an indorsement valid by French law was necessary, and his indorsement was only in blank. Montague Smith, J., dissented, thinking that the decision should have been governed by the principle of *Lebel* v. *Tucker*. In commenting upon this decision (*ante* 13 S. J. p. 27) we endeavoured to show that the arguments in favour of the opinion of Montague Smith, J., are of infinitely greater weight than those of the majority of the Court, and we suggested some cases in which the principle of the decision of the majority might lead to endless confusion and great hardship. If, on the other hand, the contract by an English acceptance is to pay to those authorised to demand payment by English indorsements, any holder, after acceptance, has a test to ascertain whether his own or former indorsements confer a good title upon him. If the contrary is to be the law, as decided in *Bradlaugh* v. *De Rin*, no indorsee of a bill with several indorsements can know whether he has a good title unless he know not only the facts concerning the indorsements, but also in what countries they were made, and the law of those countries. This might lead to most inconvenient results. What we say has of course reference only to the title and right of action of the indorsee against the acceptor. The obligation created by the contract of indorsement, as distinguished from the title transferred by indorsement, must, in all ordinary cases, be governed by the law of the place where the indorsement is made.

Bradlaugh v. *De Rin* is now overruled by the Exchequer Chamber on a point not taken in the court below, The Exchequer Chamber have held that, on a true construction of the French code an indorsee by a blank indorsement can sue in his own name in France, and therefore that the plaintiff was entitled to succeed here. This decision overrules *Trimbey* v. *Vignier* so far as that case decided anything about French law, but it leaves untouched the principle of *Trimbey* v. *Vignier*, viz., that if in such a case the indorsement by the French law had not given the plaintiff a right to sue in his own name, he was not entitled to succeed in an action in England. This decision of the Exchequer Chamber does not deal with the point whether it was necessary that the indorsement should be according to French law. All the Court of Exchequer say is that even if such indorsement be necessary the plaintiff is entitled to recover because the indorsement by French law entitled the plaintiff to sue in his own name. It must therefore not be taken that the Exchequer Chamber approve the decision of the Court of Common Pleas, viz., that the principle of *Lebel* v. *Tucker* does not apply in a case like *Bradlaugh* v. *De Rin*, although they do not overrule the decision upon that point. For the reasons we have above given we hope that this point will be carefully reconsidered whenever it again requires judicial decision.

Another point which was not discussed in this case might have arisen, viz., whether the fact that the plaintiff could have sued in France in his own name *necessarily* entitled the plaintiff to sue here. Supposing that by French law the plaintiff had no property whatever in the bill but only a right to sue on it in his own name as agent for the indorser, would the plaintiff be able to sue on the bill here? If yes, would that principle apply to all *choses in action?* If, for instance, the plaintiff had been appointed in France agent of the indorser to sue for a mere debt due by the defendant to the indorser, and if by French law the plaintiff could have sued in his own name for the debt, could the plaintiff therefore sue here? There might be much difficulty in answering these questions.

COURTS.

STANNARIES.

(Before the VICE-WARDEN.)

Re Budnick Consols Mine.

The following report of the judgment of the VICE-WARDEN in this case is furnished by the Registrar to the *Mining Journal*, from which publication we extract it:—

This is a case of liquidation, by an order made under the Companies Act, 1862. The order was made not long after the passing of that Act, and relates to a company not formed by incorporation under that Act, but long before it, in the ordinary form of a so-called "cost book mine" company, being a mining partnership or company within part eight of the Act. I do not find that there have been any special written regulations, which distinguished it from cost book companies of the common type. The official liquidator made, as is usual in the courts above, a list with two classes of contributories—class A, of present shareholders, and class B, of past shareholders, who had ceased to be shareholders either by *bonâ fide* transfer or by relinquishment, according to custom in such mining companies. It so happens that the entire claims of all creditors have been levied by calls on, and wholly paid by, the present shareholders or contributories of class A. It is assumed that the transfers were all made regularly and without fraud. In two cases only the shareholders had retired by resigning their shares to the rest of the company. The great majority of cases were cases of transfer to vendees of their shares. In ordinary cases this would terminate the liquidation, unless an adjustment as between contributories should become necessary.

Now, the question pending before me is in substance this—whether the present shareholders who have paid all the debts have any claim upon past shareholders to be repaid any part of those debts, in respect of expenses of working the mine during the time when the past shareholders actually held the shares, but had not paid, or been called upon to pay or contribute, any share of such expenses. In dealing with unincorporated companies not formed under the Companies Act, 1862, this Court, unfortunately, cannot look for much assistance from any recent decisions of the superior courts, for they almost exclusively relate to companies incorporated and registered under that Act; whereas the number of mining companies that come under the cognisance of the Stannary Court constitute at least two-thirds of the whole number of mining companies in the two western counties.

In Mr. Lindley's useful work the information on this class of companies is necessarily very scanty. The reported cases relating to them are chiefly collected in book i. chap. 5, book ii. chap. 2, book iii. chap. 5, book iv. chap. 3, div, 1, sec. 2. In none of these reported cases (so far as I recollect) are any to be found in which the relative position or equities of present and past shareholders of such companies on a question of adjustment, *inter se*, have been defined or even discussed.

Under section 200 of the Act, any person who is liable at law or in equity to pay or contribute to the payment of any debt or liability of the company is deemed to be a contributory. Therefore, any existing shareholder who was personally liable as such to a creditor for goods, &c., supplied, became a contributory within this definition when the order to wind up was made; but whether this liability to be a contributory, and so to aid in the payment of debts by subsequent shareholders will continue after the shares have been *bonâ fide* transferred to others, is another question.

It may be that a creditor not a member of the company may continue to hold a shareholder liable to an action for his debt though the debtor may have got rid of his shares; but it does not follow that a person who has afterwards become a shareholder can hold such past shareholder liable for debts incurred in his time which a solvent company or

an official liquidator has called upon the new shareholders to pay. In a common partnership, not dissoluble at will, but only by common assent, such an adjustment is reasonable and proper; but where, as in a company like the present, an unqualified right of transfer is the admitted custom of this sort of partnership, the custom would be nugatory unless the discharge of past shareholders be complete as between him and the future shareholders, or any of them. It is contended that, under section 38 of the Act, past shareholders are contributory if they cease to be members of the company within a year before the winding up, and if the contributories of class A are unable to pay all the claims. By a sort of analogy to this provision it is contended that the like obligation should be incumbent on past shareholders in favour of class A. The answer to this is that, even if section 38 be applicable in this case, present or existing shareholders have, in fact, satisfied all the claims of the creditors; but, in my opinion, section 38 is solely applicable to registered companies formed under the Act.

It is true that the language of sections 199 and 204, part 8, seems strong enough to import into the construction of the Act all winding up provisions contained in the other parts of the Act, whether they relate to registered or unregistered companies; but I conceive that such is not the effect of these sections, which must be taken to relate only to unregistered companies, to which they seem to be in terms confined, and not to companies formed on a different principle; and that part 8 was not designed to alter the existing law of common law companies, whether cost-book companies or not. Upon the whole, there does not appear to me, on the present state of facts, to be any ground by analogy to section 38, or otherwise, to warrant the liquidator in calling upon past shareholders to contribute towards the payment of the calls, by which the liquidator has, in fact, satisfied all the debts of the company out of the pockets of the existing shareholders. This decides, so far as my judgment is concerned, the only point on which the case was originally argued before me in the latter part of last year. At the last sittings, in the present year, the parties appeared before me, with the official liquidator, by whom the principle on which he had founded his so-called "adjustment" was explained. On this occasion I was first informed of some additional facts in respect of *some* of the shareholders who were called upon to repay those of class A.

In the first place, it appeared that out of the whole number of shareholders who had got rid of their shares all *except two* disposed of them by transfer to other incoming members, and these two had resigned them to the rest of the company.

What were the terms or conditions of the relinquishments does not appear by any evidence before me. It may possibly turn out that some rights may have been then claimed by the outgoing shareholder against the company, or by the company against the outgoing shareholder, which the rules or customs of this company may have sanctioned; and it is possible that the position of these parties may be thereby altered, and be the foundation of some different form of claim. If not, then I think it makes no difference whether the shares have been parted with by transfer or relinquishment; and my judgment will then apply to *both cases* indifferently. Another fact also appeared on the last-mentioned occasion which did not appear on the original hearing—that some of the shareholders, who had been so called upon by the liquidator to reimburse the present shareholders in respect of the debts of the company which had been incurred before they became present shareholders, were themselves, and had always continued to be, shareholders, until the order to wind up was made; so that the relative position of past and present shareholders does not exist between them. All were, in fact, present shareholders, though some had been shareholders longer than others. This state of things appears to have been occasioned by the fact that calls had been made by the company before the rest of the existing company had taken shares by transfer, which calls were not sufficient to pay all the then current debts of the company.

The liquidator thought that these shareholders, though they had never ceased to be shareholders, should also be charged with so much of the previous overplus of current expenses which were not covered by their contemporaneous calls—in fact, these later shareholders had been obliged by call of the *Court* to pay some of the old debts of their co-contributories, and, therefore, thought themselves entitled to indemnity from the shareholders who were of longer standing than themselves.

The practice of making calls far short of their debts is so common among ill-managed companies as to be no surprise to me. The managers like to conceal the extent of their real debts, and prefer relying on the loans of a country banker to alarming their co-adventurers by heavy calls. There ought to be no difficulty, in consequence of this state of things, when the company is under liquidation. The debts, and credits, and property of such a company, whether incorporated or not, pass with the company for better or worse, and with the implied obligations of their members (as between themselves or co-adventurers) to pay off all unpaid debts whensoever incurred.

I do not see how a company of transient shareholders, with transferable shares, can avoid this, or be worked or wound up at all, without submitting to these consequences. It is idle to expect that companies, with shares negotiable *ad libitum*, are to be treated as if they were ordinary continuing partnerships. The Court is bound at once, after collecting all *debts*, and all *unpaid* calls existing at the time of the order, to make new calls on existing shareholders, *pro rata* in respect of their several constituted shares or interests in the mine; and cannot treat each shareholder differently, according to the time for which he has held his shares, or the relative expense of working during such times; and the amount must depend on a comparison of existing assets with the total unpaid claims of the creditors. Nor is there any hardship in this. A rational man who buys shares in a mine ought to make himself acquainted with the state and prospects of it, and of the existing debts of it; and the local laws of the Stannaries afford some facility for doing this. If he neglects to do this, he has nobody to thank for these unforeseen difficulties or hardships but himself.

As to the two last facts—the occurrence of two cases of relinquishment, and the fact that some twenty shareholders, charged by the liquidator in aid of the rest of the existing shareholders, are themselves also on the list of class A, I think I ought, if required, to hear either of those points regularly argued before the Court, on due notice at next sittings. But, so far as regards the main decision in this matter—the relative rights and obligations of past and present contributories on the matter of adjustment—my judgment is to be regarded as final, except on appeal to the Lord Warden.

In regard to this last-mentioned application, I direct that it may be dismissed, but without costs, and that the costs of the official liquidator be paid out of the assets of the company, as well as the costs of such of the past shareholders as appeared by their solicitors to oppose the present application.

APPOINTMENTS.

Mr. Edmond Beales, M.A., barrister-at-law, has been appointed a Judge of County Courts (Circuit No. 35) in the place of Mr. John Collyer, deceased. Mr. Beales (who was born on the 3rd July, 1803) is the youngest son of the late Samuel Pickering Beales, of Cambridge, who took part in the reform agitation which led to the passing of the bill of 1832, in conjunction with Attwood, Scholefield, Cobbett, and Hunt. His eldest brother is Mr. Patrick Beales, who is an active member of the Liberal party at Cambridge, and has served as mayor of that borough. The family of Beales have long occupied a very respectable position in the trading community of Cambridge. Mr. E. Beales, the new county court judge, was educated at Trinity College, Cambridge, where he graduated B.A. in 1825, and M.A. in 1829; he was called to the bar at the Middle Temple in June, 1830. In that year he enrolled himself as a member of the Polish League, and was an active member of the Polish Exiles' Friend Society; he was also one of the original members of the Honorary Association of the Friends of Poland, founded by the Poet Campbell. In 1863 he promoted the organisation of the National League, of which he became president; he likewise held the chairmanship of the Circassian Committee, and was a member of the Emancipation Society. At the period of Garibaldi's visit to England, in 1864, he defended the power of meeting on Primrose-hill, which was interfered with by Sir Richard Mayne. He has, however, been chiefly known as President of the London Reform League, a society established to obtain manhood suffrage and the ballot, but which was dissolved after the passing of

a measure of reform. He is principally remembered as taking an active part in the Hyde-park demonstrations of 1866. For some years previous to this he held the office of revising barrister for Westminster, to which he was not re-appointed in 1866, in consequence of the active part he took in political agitation. At the last general election he contested the Tower Hamlets unsuccessfully. The county court circuit to which he has been appointed embraces Cambridgeshire, and parts of Huntingdonshire, Hertfordshire, Bedfordshire, &c.

GENERAL CORRESPONDENCE.

County Court Committals.

Sir,—The "Debtors Act" enacts the abolition of imprisonment for debt, but permits orders of committal on proof of means "that defendant has or has had since the judgment the means to pay as ordered."

I have always opposed imprisonment for debt as unjust in principle and unfair and unequal in practice, and the fears I entertained that committals under the new Act in the county courts would not be limited to proof of means, are, I regret to say, being realised. Your last paper reports a case before the deputy-judge at Lambeth for the balance of a medical bill of £2 12s., and is headed "Committal to prison with evidence of means to pay." Perusal of the judgment, however, shows that the only means in the case were "defendant's son's means," and after evidence that "defendant had no means and was living with his son who had been keeping house for many months past, as defendant had been out of work," the judge orders a commitment to be stayed by payment of ten shillings a month, remarking "Surely defendant could earn half-a-crown a week somehow or other!"

If this had appeared in any other than a legal paper I should have thought it a hoax, and I trust the defendant will "somehow or other" apply to the Queen's Bench for prohibition.

I am aware that much doubt exists whether a county court order can be considered by a superior court, even upon clear evidence of the absence of "proof of means" in the inferior court, but I am hopeful it may, where the liberty of the subject is in peril; if it cannot, we shall know that the "means" mentioned in the Act is frittered away in practice to the judge's own notion—"that the debt ought to be paid," and that a summary committal order may get it paid "somehow," and that imprisonment for debt is not yet abolished in the county courts.

G. Manley Wetherfield.

OBITUARY.

MR. A. NORMAN, Q.C.

Mr. Alexander Norman, Q.C., of the Irish bar, died suddenly by the roadside, at Lynton, North Devon (where he had just arrived on a visit), on the 14th September, of disease of the heart. Mr. Norman, who was A.M. at Trinity College, Dublin, was called to the bar in Ireland in Michaelmas Term, 1833, and was appointed a Queen's Counsel on the 26th of May, 1858. He had for some years considerable practice on the North-Western Circuit.

MR. R. C. CHAWNER.

The death of Mr. Richard Croft Chawner, J.P., barrister-at-law, of Abnalls, near Lichfield, took place on the 13th of September, in the sixty-sixth year of his age. He was the seventh and last surviving son of the late Rupert Chawner, Esq., M.D., of Burton-on-Trent, where he was born in the year 1804. He was educated at Repton Grammar School, and afterwards proceeded to Trinity Hall, Cambridge, where he graduated LL.B. in 1830. He was called to the bar at the Inner Temple in January, 1839. Mr. Chawner was a magistrate and deputy-lieutenant for the county of Stafford, and a magistrate for the city of Lichfield. By his death the Court of Quarter Sessions has lost an able and experienced member; he was a regular attendant on the local bench. He devoted considerable attention to agriculture, and cultivated a model farm at Wall, in the neighbourhood of Lichfield. Of the Staffordshire Agricultural Society he was a warm supporter, and for a number of years he was an active member of the Council of the Birmingham Cattle and Poultry show. He was the first president of the Midland Farmers' Club, and was Chairman of the South Staffordshire Waterworks Company. At the last general election he contested the borough of Stafford in the Liberal interest, but was unsuccessful. At the meeting of the Lichfield magistrates on Thursday week, Mr. Chawner's death was referred to by the justices present, and the clerk was directed to communicate to Mrs. Chawner how deeply they felt the loss of their brother magistrate.

MR. T. DODGE.

Mr. Thomas Dodge, solicitor, of Liverpool, expired at Harrogate, on the 14th September, at the age of fifty-nine years. He was admitted in Michaelmas Term, 1832, and soon afterwards became a partner with Mr. Francis, whose son still carries on the business at Liverpool. Mr. Dodge was a member of the Incorporated Law Society, and of the Liverpool Law Society, also of the Solicitors' Benevolent Association, and of the Metropolitan and Provincial Law Association. For some years past he had been suffering from dropsy, which eventually carried him off.

MR. W. G. CHAMBERS.

Mr. William George Chambers, a young solicitor in practice in London, died suddenly at Southsea-common, near Portsmouth, on the 9th of September. He was staying there, with his wife and child, for the benefit of his health, and his death was caused by a fit of appolexy. The late Mr. Chambers, who was only twenty-four years of age, was the only son of Mr. Alderman W. G. Chambers, J.P., of Portsmouth, and was certificated in Trinity Term, 1865; he has since carried on business in Southwark.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Sept. 23, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Oct. 4, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 236
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72 107½
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¼	Do. Bonds, 4 per Ct., £1000 15 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	75
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	134
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	70½
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	41
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	128
Stock	London and South-Western	100	86½
Stock	Manchester, Sheffield, and Lincoln	100	46½
Stock	Metropolitan	100	66
Stock	Midland	100	126½
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	32½
Stock	North London	100	115
Stock	North Staffordshire	100	58
Stock	South Devon	100	47
Stock	South-Eastern	100	73¼
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The news of each day bringing, at any rate, nothing adverse to the hopes of peace, the markets have been slowly creeping upwards and regaining strength. Railways have continued the improvement of last week. In the foreign market there is not much alteration, except a fractional improvement in Portuguese and a few other descriptions. There is now no demand for discount at the 3 per cent. to which last week saw the Bank

rate reduced, and this week not having brought any further reduction, it is thought that there will now be no alteration till the October dividends fall due.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

JONES—On Sept. 17, at 12, Pembridge-square, the wife of W. S. Jones, Esq., barrister-at-law, of a son.

LEACH—On Aug. 4, at Satara, the wife of Thomas H. Leach, Esq., Bombay Civil Service, barrister-at-law, of a daughter.

SQUARE—On Sept. 7, at Stoke, near Plymouth, the wife of Elliot Square, solicitor, of a son, stillborn.

MARRIAGES.

COPINGER—BRAHAM—On Sept. 20, at St. Peter's Church, Eaton-square, Maurice Charles Copinger, Esq., of Essex-street, Strand, and Abingdon Villas, Kensington, to Frances Elizabeth Helen, eldest daughter of Captain Braham, 40th Regiment.

FORWARD—CLARKSON—On Sept. 22, at St. Matthew's, Oakley-square, William Forward, solicitor, to Maria Eliza Clarkson, youngest daughter of the late James Clarkson.

MASON—ROBINSON—On Sept. 8, at St. Peter's Church, Barton-upon-Humber, Henry Edward Mason, solicitor, to Harriet Jane Lunn, the youngest daughter of the late W. Robinson.

SWARBRECK—PRINTMAN—On Sept 8, at the Catholic Church, Richmond, Yorkshire, Edward Dukinfield Swarbreck, Esq., solicitor, Bedale, Yorkshire, to Anastasia, fourth daughter of the late William Printman, Esq., of Richmond.

SYDNEY—GOODDY—On Sept. 18, at the Park-place Synagogue, Manchester, Herbert Montague Sydney, Esq., solicitor, of London, to Henrietta Gooddy, of Hastings.

DEATHS.

DUCKWORTH—On Monday, Sept 19, at New Milford, South Wales, Herbert Duckworth, Esq., barrister-at-law, aged 37.

LEACH—On Aug. 4, at Satara, Elizabeth Fanny, wife of Thomas Henry Leach, Esq., barrister-at-law.

NORMAN—On Sept. 14, at Lynton, Devonshire, Alexander Norman, Esq., Q.C., of 26, Rutland-square, Dublin.

PARKER—On Sept. 18, at Bank House, Macclesfield, George Parker, jun., of Lincoln's-inn, and the Northern Circuit, Esq., barrister-at-law, in his 25th year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, Sept. 20, 1870.

LIMITED IN CHANCERY.

Trouville Association (Limited).—Petition for winding up, presented Sept. 15, directed to be heard before Vice-Chancellor Bacon on the next petition-day. Nash & Co., Suffolk-lane, Cannon-street, solicitors for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 16, 1870.

Adeane, Hy John, Babraham, Cambridge, Esq. Oct 14. Lake & Co, New-sq, Lincoln's-inn.

Butterfield, Susannah, Blackburn, Lancaster, Widow. Oct 17. Backhouse, Blackburn.

Clements, Wm, Rochester, Kent, Gent. Nov 1. Lewis & Bell, Rochester.

Emberson, Wm, Langford, Essex, Builder. Oct 10. Digby & Son, Maldon.

Fowle, Wm, or Bridget Fowle, Market Lavington, Wilts. Nov 22. Meek & Co, Devizes.

Gardner, Denny, Compton-rd, Islington, Gent. Oct 17. Chapple, Carter-lane; Doctors'-commons.

Garrod, James, Wells, Somerset, Gent. Nov 1. Bernard & Garrod, Wells.

Gregory, Wm, Flixton, Lancaster, Gent. Oct 8. Diggles, Manch.

Hopkins, Thos, Neath, Glamorgan, Publican. Oct 7. Kempthorne, Neath.

Hunt, Harriott, Norwich, Widow. Oct 14. Tillett, Norwich.

Ivatt, Rev Alfred Wm, Covey-cum-Manea, Cambridge. Oct 15. Holben, Cambridge.

Laurence, John Zachariah, St Peter's-sq, Hammersmith, Esq. Oct 21. Burgoynes & Co. Oxford-st.

May, Joseph, St Austell, Cornwall, Mine Engineer. Oct 17. Carlyon, St Austell.

Milbourn, Thos, High-st, Wandsworth, Baker. Nov 15. Lass, Lombard-st.

Monsey, Edmund, Stradbrook, Suffolk, Farmer. Nov 1. Muskett & Garrod, Diss.

Newell, Catherine, Brighton, Sussex, Spinster. Nov 21. De Jersey & Micklem, Gresham-st West.

Page, Thos, Schoolhouse, Dorset, Yeoman. Oct 31. Dommett & Canning, Chard.

Paulet, Hon. and Rev. Chas, Wellesbourne, Warwick. Nov 1. Garrard & James, Suffolk-st, Pall Mall East.

Powell, Fredk Otto, Budleigh Salterton, Devon, Lieut R.N. Oct 10. Wintle & Maule, Newnham.

Roberts, Emily, Bath, Somerset, Widow. Oct 11. Press & Inskip, Bristol.

Rutter, Chas, Hillingdon, Middlesex, Gent. Dec 10. Gardiner, Uxbridge.

Truswell, Joseph, Marnham, Nottingham, Farmer. Nov 1. Redgate, Scarthing Moor, nr Tuxford.

Ward, Geo, Handsworth, York, Butcher. Oct 17. Johnson & Weatherall, Temple.

Bankrupts

FRIDAY, Sept. 16, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Betts, W. H., London-st, Paddington, No trade. Pet Sept 14. Roche, Oct 3 at 11.30.

Jones, Wm, Thomas-st, Old Kent-rd, Currier. Pet Sept 15. Roche, Sept 29 at 12.30.

Lett, Arthur, New-st, Bishopsgate-st, Waterproof Manufacturer. Pet Sept 14. Murray. Oct 3 at 1.

Portugal, Ide Almeida, Finsbury-circus, Merchant. Pet Sept 13. Roche, Sept 29 at 1.

Simmons, Abraham, Tavistock-mews, Tavistock-sq, out of business. Pet Sept 13. Roche. Oct 3 at 12.

To Surrender in the Country.

Amas, Chas, Hastings, Sussex, Draper. Pet Sept 13. Young. Hastings, Oct 1 at 12.

Areton, Joseph Christian, Bradford, York, Stuff Finisher. Pet Sept 14. Robinson. Bradford, Sept 30 at 9.

Bebbington, Jas, Manch, Confectioner. Pet Sept 14. Kay. Manch, Oct 20 at 9.30.

Bennet, John, Wandsworth, Surrey, Coal Merchant. Pet Sept 13. Willoughby. Wandsworth, Oct 4 at 11.

Berry, Saml, Scarborough, York, Common Brewer. Pet Sept 14. Wake. Sheffield, Oct 13 at 1.

Cheeseborough, Wm, Saml Laycock Lee, & John Edwd Cheeseborough, Bradford, York, Woolstaplers. Pet Sept 13. Robinson. Bradford, Sept 30 at 9.

Dirom, Patrick Hunter, Lpool, Broker. Pet Sept 13. Watson. Lpool, Oct 3 at 11.

Elliott. Chas Taylor, Exeter, Hotel Keeper. Pet Sept 13. Daw. Exeter, Sept 28 at 12.

Hanchett, Geo Saml, Prisoner in Norwich Castle. Pet Sept 10. Palmer. Norwich, Oct 3 at 11.

Humphreys, Edwd, Newton Abbot, Devon, Railway Contractor. Pet Sept 12. Daw. Exeter, Sept 28 at 12.

Jones, Elias, Newport, Monmouth, Ship Chandler. Pet Sept 10. Roberts. Newport, Sept 30 at 1.

Macartney, Geo, Salford, Lancashire. Pet Sept 14. Hulton. Salford Sept 26 at 11.

Myers, Chas, Guiseley, York, Cloth Manufacturer. Pet Aug 13. Wilson. Leeds, Sept 29 at 11.

Rose, Mary, High Wycombe, Bucks, Milliner. Pet Sept 15. Watson. Aylesbury, Oct 1 at 11.

Vanlohe, John Chas, Manch, Merchant. Pet Sept 14. Kay. Manch, Oct 6 at 9.30.

Williams, John Lloyd, Everton, nr Lpool, Builder. Pet Aug 20. Watson. Lpool, Sept 27 at 11.

TUESDAY, Sept. 20, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Harbord, Wm, Gracechurch-st, Merchant. Pet Sept 17. Roche. Oct 6 at 12.

To Surrender in the Country.

Brooke, Richd, & Edwin Sheard, Chidewell, York, Oil Extractors. Pet Sept 15. Nelson. Dewsbury, Oct 13 at 3.

Coatsworth, Wm, Hury, York, Farmer. Pet Sept 15. Crosby. Stockton-on-Tees, Oct 5 at 12.

Collis, Edwin, Hinton-on-the-Green, Gloucester, Builder. Pet Sept 16. Crisp. Worcester, Oct 5 at 12.

Edwards, Joseph, Lpool, Shipping Agent. Pet July 7. Hime. Lpool, Oct 4 at 2.

Felton, Danl, & Edwd Erekson, Chisworth, Derby, Cotton Waste Bleachers. Pet Sept. Hall. Ashton-under-Lyne, Oct 6 at 11.

Gathercole, Lewis, Worlington, Suffolk, Farmer. Pet Sept 16. Collins. Bury St. Edmunds, Oct 4 at 11.

Micklethwait, John, & Alfd Gaine, Birm, Merchants. Pet Sept 12. Chauntler. Birm, Sept 27 at 11.

Summers, Wm, Sidbury, Worcester, Baker. Pet Sept 16. Crisp. Worcester, Oct 4 at 11.

Tomlinson, Thos, Nottingham, Draper. Pet Sept 17. Patchitt. Nottingham, Oct 4 at 12.

Wyatt, Wm, Chesterfield, Devon, Butcher. Pet Sept 16. Wake. Chesterfield, Oct 20 at 1.

BANKRUPTCIES ANNULLED.

TUESDAY, Sept. 20, 1870.

Cookson, Richd, Warrington, Implement Agent. Sept 15.

Harrison, Hy, Warrington, Implement Agent. Sept 15.